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7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 MARYROSE LIMSON, individually, as
12 guardian *ad litem* for AL, a minor, and on
behalf of all others similarly situated;
13 TESHA GAMINO, individually, as
14 guardian *ad litem* for minors RR1 and RR2,
and on behalf of all others similarly
15 situated; ROBERT COLON and
16 MICHELLE COLON, individually and on
behalf of all others similarly situated,

17 Plaintiffs,

18 v.
19

20 BRIDGE PROPERTY MANAGEMENT
COMPANY, and DOES 1 through 20,
21 inclusive,

22 Defendants.
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Case No. 3:19-cv-2795

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs MARYROSE LIMSON, individually and as guardian *ad litem* for AL, a
 2 minor, TESHA GAMINO, individually and as guardian *ad litem* for minors RR1 and RR2,
 3 ROBERT COLON and MICHELLE COLON (collectively, “Plaintiffs”), all on behalf of
 4 themselves and other similarly-situated individuals, bring this Class Action Complaint
 5 against BRIDGE PROPERTY MANAGEMENT COMPANY, a California Corporation,
 6 and DOES 1 through 20 (collectively, “Defendants”), and allege as follows:

7 INTRODUCTION

8 1. Plaintiffs bring this action individually and on a class and representative basis
 9 pursuant to the provisions of the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C.
 10 § 1681, *et seq.*, the California Investigative Consumer Reporting Agencies Act (“ICRAA”),
 11 California Civil Code § 1786, *et seq.*, California’s Unfair Competition Law (“UCL”),
 12 California Business and Professions Code §§ 17200, *et seq.*, and to request declaratory relief
 13 to quiet title to Plaintiffs’ leasehold interests in Defendants’ properties so that Plaintiffs
 14 may hold and continue to occupy their residential apartment homes without fear of
 15 unlawful eviction.

16 2. The FCRA and ICRAA impose on entities that use consumer background
 17 reports important safeguards designed to protect consumers like the Plaintiffs here, who
 18 applied to be tenants and residents at the Ivy II at College Park apartments, located at
 19 6100 Notre Dame Avenue, Chino, California 91710 (the “Ivy II”), and at other apartment
 20 homes owned by Defendants throughout the State of California.

21 3. The FCRA and ICRAA regulate landlords and agencies that gather
 22 information on consumers to provide to landlords and others for use by those persons in
 23 making residential rental decisions. The provisions set forth by the FCRA and ICRAA
 24 govern agencies (and those whom it provides information) with regard to investigative
 25 consumer reports, *i.e.*, reports containing information on a consumer’s character, general
 26 reputation, personal characteristics, or mode of living. Both the FCRA and ICRAA
 27 impose obligations on the landlords and agencies regarding disclosure to consumers when
 28 landlords and agencies furnish reports. Compliance with these statutes’ requirements is

1 necessary to, among other things, maintain the confidentiality and prevent misuse of,
2 sensitive personal information and to ensure the accuracy and integrity of consumer
3 background reports.

4 4. Defendants requested, procured, processed, used and/or assisted in
5 acquiring investigative consumer reports on the Plaintiffs as part of their applications for
6 residency at the Ivy II and as part of the annual re-certification of the Plaintiffs to be
7 residents at the Ivy II, without providing proper disclosures in compliance with the FCRA
8 and ICRAA, and without obtaining proper authorization in compliance with the ICRAA,
9 which are, therefore illegal contracts under applicable federal and state laws.

10 5. Under the FCRA, an “investigative consumer report” includes information
11 as to a consumer’s “character, general reputation, personal characteristics and mode of
12 living.” 15 U.S.C. § 1681d(a)(1). Similarly, according to the ICRAA, the words
13 “investigative consumer report,” as set forth in California Code of Civil Procedure §
14 1786.2(c), is a form of consumer report where personal information about a person or
15 consumer is obtained such as that person’s character, reputation, individual characteristics,
16 and how or she lives.

17 6. Defendants’ actions and omissions are deliberate planned violations of both
18 the FCRA and the ICRAA, and constitute unfair business practices in violation of
19 California’s UCL. Plaintiffs seek damages, including compensatory damages and punitive
20 damages. In addition, Plaintiffs seek an injunction, as alleged below.

21 **PARTIES**

22 7. Plaintiffs are individuals, both adults and minors, who live and reside in
23 California who, as adults, applied to be tenants and residents of the Ivy II. The minors
24 who are plaintiffs herein did not apply for residency, but were third party beneficiaries of
25 said applications and leases, in that they were disclosed residents, given permission from
26 Defendants to occupy the apartment homes, the contracts, applications and leases were
27 made for and intended to benefit such minors by providing them a home in which to live,
28 and said minors were intended by Defendants to be subject to the impediments flowing

1 from the illegal contracts, all as specifically pleaded herein.

2 8. Defendant BRIDGE PROPERTY MANAGEMENT COMPANY was and
3 is a corporation formed under the laws of the State of California that has its principal
4 place of business located in 600 California Street, Suite 900 San Francisco, California
5 94108.

6 9. Plaintiffs are unaware of the true names, capacities, relationship and extent
7 of participation in the conduct alleged herein, of the Defendants sued herein as DOES 1
8 through 20, but are informed and believe that said Defendants are legally responsible for
9 the wrongful conduct alleged herein and therefore sue these Defendants by fictitious
10 names. Plaintiffs will amend this complaint to allege the true names and capacities of the
11 DOES Defendants when ascertained.

12 **JURISDICTION AND VENUE**

13 10. This Court has original jurisdiction over Plaintiffs' and putative Class
14 members' FCRA claims pursuant to 28 U.S.C. § 1331.

15 11. This Court has subject matter jurisdiction over Plaintiffs' California state law
16 claims under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in
17 controversy exceeds \$5 million exclusive of interest and costs. Some Class Members and
18 Defendants are citizens of different states. There are more than 1000 (one thousand)
19 putative Class Members in many different apartment home complexes owned and/or
20 managed by Defendants throughout the State of California.

21 12. This Court also has supplemental jurisdiction over Plaintiffs' California state
22 law claims pursuant to 28 U.S.C. § 1367.

23 13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) & (2) because
24 Defendants reside in this judicial district, and a substantial part of the events giving rise to
25 Plaintiffs' claims occurred in this judicial district.

26 14. Plaintiffs are informed and believe that each Defendant acted in all respects
27 pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
28

1 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
2 legally attributable to the other Defendants.

3 **FACTUAL ALLEGATIONS**

4 15. Headquartered in San Francisco, California, Defendant Bridge Property
5 Management Company owns and manages the Ivy II property, as well as other apartment
6 complexes, and has thousands of other rental and condominium homes under its control,
7 most of which are in the State of California. Defendant Bridge Property Management
8 Company also maintains offices in San Diego, Orange County, Portland, and Seattle.

9 16. Plaintiffs are informed and believe and thereon allege that, throughout the
10 time period at issue, Defendants used investigative consumer reports as part of their
11 applications for rentals and for continuing the residency of tenants, all without complying
12 with the mandatory requirements, disclosures and authorizations required under the
13 FCRA and ICRAA, meaning that such applications and leases were illegal contacts.

14 17. In or about June 2017, Plaintiffs applied for housing and paid the required
15 \$25 application fee at the Ivy II, which was and is desirable to consumers because of its
16 location, new construction, low rent, and appealing nature, as it designed and created as an
17 affordable housing project for low-income persons.

18 18. Plaintiffs completed a mandatory multi-page application form, which
19 requested residency for said Plaintiffs, including those who are minors, and included a
20 release and purported authorization permitting the Defendants, at their request, to
21 perform credit and background checks to obtain request certain private, and personal
22 information from third parties about Plaintiffs.

23 19. In violation of the FCRA, such release and purported authorization was
24 defective and illegal, because Defendants failed to provide applicants like Plaintiffs and the
25 putative Class, with written notice of their rights to request additional disclosures and the
26 written summary of their rights under the FCRA, as required by the statute, thereby
27 defeating the purpose of the statute.

20. In violation of the ICRAA, the release/application did not provide a means for Plaintiffs to indicate (*i.e.*, by means of a box to check), allowing them to obtain any report prepared in relation to applications. Defendants obtained investigative consumer reports on Plaintiffs for the applications at the rental property, and never told Plaintiffs that investigative consumer reports would be prepared regarding their character, general reputation, personal characteristics, and mode of living. In addition, Defendants never told Plaintiffs the name or address of the investigative reporting agency that prepared the reports, and neither did Defendants give or allow Plaintiffs to have a summary of the provisions of Civil Code § 1786.22 as required under the ICRAA, which defeated the purpose of the statute and discouraged and/or effectively eliminated the ability of tenants to know and thus obtain access to and copies of the investigative reports on them and their family members.

CLASS ACTION ALLEGATIONS

21. Plaintiffs bring this action in their individual capacities and as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of a proposed Class defined as follows:

All persons in the United States who applied to become tenants and/or completed tenant recertifications, and/or were minors with permission to reside at any of Defendants' properties within the applicable Class Period.

22. Excluded from the Class are Defendants, as well as its officers, employees, agents or affiliates, and any judge who presides over this action, as well as all past and present employees, officers and directors of Defendants. Plaintiffs reserve the right to expand, limit, modify, or amend the Class and definitions, including the addition of one or more subclasses, in connection with their motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

23. The Class meets the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(1), (b)(2), and (b)(3) for all of the following reasons.

1 24. **Numerosity** – Although the exact number of Class members is uncertain,
 2 and can only be ascertained through appropriate discovery, the number is great enough
 3 such that joinder is impracticable. The disposition of the claims of these Class members in
 4 a single action will provide substantial benefits to all parties and the Court. Information
 5 concerning the exact size of the putative class is within the possession of Defendants.
 6 The parties will be able to identify each member of the Class after Defendants’ document
 7 production and/or related discovery.

8 25. **Commonality** – Common questions of fact and law exist as to all Class
 9 members and predominate over any questions that affect only individual Class members,
 10 including by example only and without limitation, the following:

- 11 a. Whether Defendants had a policy and/or practice of procuring or
 12 causing to be procured consumer reports for their applicants;
- 13 b. Whether Defendants had a policy and/or practice of providing clear
 14 and accurate written disclosure that they may procure consumer
 15 reports for their applicants, including but not limited to those who are
 16 minors;
- 17 c. Whether Defendants had a policy and/or practice of obtaining written
 18 authorization from their applicants prior to procuring consumer
 19 reports, including but not limited to those who are minors;
- 20 d. Whether Defendants’ policy and/or practice of obtaining consumer
 21 consent under the ICRAA is legally sufficient as to all Plaintiffs,
 22 including but not limited to those who are minors;
- 23 e. Whether any written description of FCRA rights provided to
 24 Defendants’ applicants is legally sufficient, including but not limited to
 25 those who are minors;
- 26 f. Whether Defendants willfully failed to comply with the FCRA and the
 27 ICRAA;
- 28 g. The proper measure of statutory and punitive damages and the

availability and appropriateness of declaratory and injunctive relief;

26. **Typicality** – All of Plaintiffs’ claims are typical of the claims of the proposed Class they seek to represent in that: Plaintiffs’ claims arise from the same practice or course of conduct that forms the basis of the Class claims; Plaintiffs’ claims are based upon the same legal and remedial theories as the proposed Class and involve similar factual circumstances; there is no antagonism between the interests of Plaintiffs and absent Class members; the injuries that Plaintiffs suffered are similar to the injuries that Class members have suffered.

27. **Adequacy** – Plaintiffs will fairly and adequately represent the Class in that: (1) there is no conflict between Plaintiffs’ claims and those of other Class members; (2) Plaintiffs have retained counsel who are skilled and experienced in class actions and who will vigorously prosecute this litigation; (3) Plaintiffs’ claims are typical of the claims of Class members.

28. **Predominance** – The proposed action meets the requirements of Federal Rule of Civil Procedure 23(b)(3) because questions of law and fact common to the Class predominate over any questions which may affect only individual Class members.

29. **Superiority** – The proposed class action also meets the requirements of Federal Rule of Civil Procedure 23(b)(3) because a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions is superior to multiple individual actions or piecemeal litigation, avoids inconsistent decisions, presents far fewer management difficulties, conserves judicial resources and the parties’ resources, and protects the rights of each Class member. Absent a class action, the majority of Class members would find the cost of litigating their claims prohibitively high and would have no effective remedy.

30. Plaintiffs’ claims also meet the requirements of Federal Rule of Civil Procedure 23(b)(1) because prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards for Defendants. Varying adjudications could establish

1 incompatible standards with respect to: whether Defendants’ ongoing conduct violates the
 2 claims alleged herein; and whether the injuries suffered by Class members are legally
 3 cognizable, among others. Prosecution of separate actions by individual Class members
 4 would also create a risk of individual adjudications that would be dispositive of the
 5 interests of other Class members not parties to the individual adjudications, or
 6 substantially impair or impede the ability of Class members to protect their interests.

7
 8 **FIRST CAUSE OF ACTION**
VIOLATIONS OF THE CALIFORNIA INVESTIGATIVE
CONSUMER REPORTING AGENCIES ACT (“ICRAA”)
 9 **(Cal. Civ. Code § 1786.16(b))**

10 31. Plaintiffs re-allege and incorporate by reference the allegations contained in
 11 the paragraphs above as if fully set forth herein.

12 32. Defendants are “persons” and “investigative consumer reporting agencies”
 13 as defined by section 1786.2(a), (d) of the ICRAA.

14 33. Plaintiffs are “consumers” within the meaning of section 1786.2(b) of the
 15 ICRAA because they are individuals.

16 34. The ICRAA regulates landlords and agencies that gather information on
 17 consumers, and members of their households and families, to provide to landlords and
 18 others for use by those persons in making residential rental decisions. The ICRAA
 19 governs agencies (and those to whom it provides information) with regard to investigative
 20 consumer reports, *i.e.*, reports containing information on a consumer’s character, general
 21 reputation, personal characteristics, or mode of living. The ICRAA imposes obligations
 22 on the landlords and agencies regarding disclosure to consumers when the landlords and
 23 agencies furnish reports.

24 35. Section 1786.16(b)(1) of the ICRAA states that any person requesting an
 25 “investigative consumer report” is required to:

26 Provide the consumer a means by which the consumer may indicate on a
 27 written form, by means of a ***box to check***, that the consumer wishes to
 28 receive a copy of any report that is prepared. If the consumer wishes to
 receive a copy of the report, the recipient of the report shall send a copy
 of the report to the consumer within three business days of the date that

the report is provided to the recipient, who may contract with any other entity to send a copy to the consumer. The notice to request the report may be contained on either the disclosure form, as required by subdivision (a), or a separate consent form. The copy of the report shall contain the name, address, and telephone number of the person who issued the report and how to contact them.

36. Defendants willfully violated California Civil Code § 1786.16(b)(1) because they failed to provide, by means of a box to check on a written form, the opportunity to request and receive a copy of the consumer background report obtained for Plaintiff. Defendants also willfully violated, and thus defeated and/or reduced to the point of being ineffective, the statutory purposes of California Civil Code § 1786.16(b)(1). Defendants further defeated the statutory purpose of this Civil Code section because they failed to provide Plaintiffs with a copy of their consumer background report within three days of request. In addition, Defendants never provided Plaintiffs with copies of the reports they received about the Plaintiffs, and never provided Plaintiffs with the names and addresses of the investigative consumer reporting agency or agencies that prepared the reports, all to defeat the statutory purpose and protections provided by this Civil Code section.

37. Section 1786.16(a)(3) of the ICRAA states:

If an investigative consumer report is sought . . . the person procuring or causing the request to be made shall, not later than three days after the date on which the report was first requested, ***notify the consumer in writing that an investigative consumer report will be made*** regarding the consumer's character, general reputation, personal characteristics, and mode of living. The notification shall also include the name and address of the investigative consumer reporting agency that will prepare the report and a summary of the provisions of Section 1786.22.

38. Plaintiffs are informed and believe and on that ground allege that Defendants failed to comply with the mandatory requirements of Civil Code § 1786.16(a)(3) by not informing Plaintiffs that investigative consumer reports would be prepared regarding their character, general reputation, personal characteristics, and mode of living. In addition, Defendants neither (1) provided Plaintiffs with the names and addresses of the investigative consumer reporting agency or agencies that made the reports, nor (2) a summary of the provisions of Civil Code § 1786.22, all of which substantially eliminated, avoided or defeated the legislative purposes of this statute.

1 39. As alleged herein, Defendants' conduct constitutes intentional and willful
2 violations of the ICRAA. As a direct and proximate result of the acts and omissions of
3 Defendants, Plaintiffs each suffered damages in an amount according to proof at trial. In
4 the alternative, Plaintiffs are each entitled to statutory damages of \$10,000 per person for
5 each violation, and are entitled to a permanent order, judgment and decree enjoining and
6 directing Defendants, and all persons and entities acting in concert with them, or subject
7 to their control, from violating the mandatory provisions of the ICRAA.

8 40. As a direct and proximate result of the acts and omissions of Defendants as
9 alleged herein, Plaintiffs have suffered and incurred, and continues to suffer and incur,
10 damages, including but not limited to attorneys' fees and costs.

11 41. At all relevant times, Defendants knew or should have known that they were
12 violating the ICRAA and knew or should have known that their conduct was directed to
13 one or more persons protected by the provisions of the ICRAA.

14 42. Defendants' conduct and violations of the ICRAA were and are willful, or at
15 the very least, grossly negligent. Defendants acted in deliberate and reckless disregard of
16 their obligations and Plaintiffs' rights.

17 43. Defendants' willful conduct is reflected by, among other things, the
18 following facts:

19 a. Defendants are large corporations with access to legal advice and have
20 retained counsel who has advised the Defendants that they must comply with California
21 Civil Code §§ 1786 and 1786.60.

22 b. Defendants required a purported authorization to perform credit and
23 background checks as part of the process of screening Plaintiffs for all of their apartment
24 complexes in California, including the Ivy II, which although defective, demonstrates
25 Defendants' awareness of and willful failure to comply with the governing laws with
26 respect to such authorizations; and

27 c. The plain language of the statute unambiguously indicates that the
28 inclusion of a box to check to request copies of reports is required, and that the disclosure

1 form must contain the name, address, and phone number of the investigative consumer
2 reporting agency conducting the investigation.

3 44. As a direct and proximate result of Defendants' illegal procurement of
4 background reports through their inadequate disclosures, as alleged herein, Plaintiffs have
5 been injured including, but not limited to, having their privacy and statutory rights
6 invaded in violation of the ICRAA.

7 45. Plaintiffs seek all available remedies for themselves and on behalf of all
8 others similarly situated pursuant to Civil Code § 1786.50, including statutory damages
9 and/or actual damages, punitive damages, and attorneys' fees and costs.

10 **SECOND CAUSE OF ACTION**
11 **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT ("FCRA")**
12 **(15 U.S.C. § 1681, *et seq.*)**

13 46. 15 U.S.C. § 1681d(a) governs the conduct of any person who procures or
14 prepares an investigative consumer report on any consumer:

15 (a) Disclosure of fact or preparation

16 A person may not procure or cause to be prepared an investigative consumer
17 report on any consumer unless—

- 18 (1) it is clearly and accurately disclosed to the consumer that an
19 investigative consumer report including information as to his character,
20 general reputation, personal characteristics, and mode of living
21 whichever are applicable, may be made, and such disclosure (A) is made
22 in a writing mailed, or otherwise delivered, to the consumer, not later
23 than three days after the date on which the report was first requested,
24 and (B) ***includes a statement informing the consumer of his right
25 to request the additional disclosures . . . and the written summary
26 of the rights of the consumer . . .***

27 47. Defendants willfully violated 15 U.S.C. § 1681d(a)(1) by failing to provide
28 "clear and accurate" disclosure to Plaintiffs and the putative class, specifically by
29 Defendants' failure to inform Plaintiffs and the putative class of their rights to request
30 additional disclosures, and failure to provide them the written summary of their rights
31 under the FCRA, as required by 15 U.S.C. § 1682d(a)(1)(B).

32 48. The purpose of the FCRA is to inform consumers of their rights under the
33 FCRA and provide them an opportunity to review the consumer report and correct any

1 inaccuracies before any adverse actions are taken.

2 49. 15 U.S.C. § 1682d(b) provides:

3 Any person who procures or causes to be prepared an investigative
4 consumer report on any consumer shall, upon written request made by
5 the consumer within a reasonable period of time after the receipt by
6 him of the disclosure required by subsection (a)(1), make a complete
and accurate disclosure of the nature and scope of the investigation
requested.

7 50. Defendants' failure to inform Plaintiffs and the putative Class of their rights
8 under 15 U.S.C. § 1682d(b) deprived Plaintiffs and the putative Class of the benefit of
9 information that they had been entitled by law to receive, and runs afoul of the FCRA's
10 rationale.

11 51. Defendants acted willfully, intentionally, and with the purpose of defeating
12 the purposes of these statutory protections for Plaintiffs, and Defendants knew or should
13 have known about their obligations under the FCRA. These obligations are well-
14 established by the plain language of the FCRA and in the promulgations and opinion
15 letters of the Federal Trade Commission.¹

16 52. Despite Defendants' awareness of their legal obligations, Defendants acted
17 consciously in breaching their known duties and depriving Plaintiffs and other Class
18 members of their rights under the FCRA and as pleaded herein created and required
19 Plaintiffs to execute illegal contracts. At minimum, Defendants' conduct was reckless
20 and/or negligent in failing to make an appropriate inquiry to ascertain their obligations
21 under the FCRA.

22 53. As a result of these FCRA violations, including creating illegal contracts,
23 Defendants are liable to Plaintiffs and the putative class for statutory damages of \$100.00
24 to \$1,000.00 pursuant to 15 U.S.C. § 1681n(a)(1)(A), punitive damages pursuant to 15

25
26
27 ¹ "Using Consumer Reports: What Landlords Need to Know," *available at*
28 <<https://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-landlords-need-know>> (last visited, May 13, 2019).

U.S.C. § 1681n(a)(2), and reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1681n(a)(3). Plaintiffs and the putative class are also entitled to equitable relief against Defendants enjoining further violations of the FCRA.

54. In the alternative to the Plaintiffs' allegations that these violations were willful, Plaintiffs allege that the violations were negligent and seek issue-certification of that issue and appropriate remedies, if any, under 15 U.S.C. § 1681o.

55. Plaintiffs seek a declaration from this Court that Defendants' residential contracts and applications are illegal contracts and are in violation of the above pleaded laws.

THIRD CAUSE OF ACTION
VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW
(Cal. Bus. & Prof. Code § 17200, *et seq.*)

56. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above as if fully set forth herein.

57. The UCL prohibits "any unlawful, unfair or fraudulent business act or practice."

58. Defendants violated the "unlawful" prong of the UCL because their acts and practices alleged above violate the FCRA and the ICRAA.

59. Defendants violated the "unfair" prong of the UCL by engaging in unlawful and deceptive practices that inflicted harm on Plaintiffs and Class Members that outweighs any legitimate justification, motive or reason for the practices.

60. Defendants violated the "fraudulent" prong of the UCL by willfully concealing investigative consumer reports from the tenants it was investigating in violation of the FCRA and the ICRAA.

61. By acting and failing to act as alleged herein, Defendants' conduct and violations of the FCRA and the ICRAA are unlawful and unfair business acts and practices in violation of the UCL, and Plaintiffs are each entitled to restitution for all fees paid relating to their applications for tenancy and/or residency to Defendants.

62. Through their policies and practices of, among other things, routinely

1 acquiring investigative reports to conduct background checks on Plaintiffs and using that
2 information as part of the application process for apartment rentals and annual
3 recertification of residents without providing proper disclosures and obtaining proper
4 authorization in compliance with the law, Defendants engaged in unlawful business acts
5 and/or practices.

6 63. The unlawful conduct of Defendants alleged herein constitutes unfair
7 competition under the UCL which protects against unfair competition and allows a
8 person who has suffered injury-in-fact and has lost money or property as a result of
9 unfair, unlawful, or fraudulent business practices to seek restitution.

10 64. As a direct result of Defendants' unlawful, unfair, and fraudulent business
11 acts and/or practices, Plaintiffs and Class members suffered injury in fact and lost money
12 or property. Among other things, Plaintiffs were deprived of the benefit of information
13 that they had been entitled by law to receive. Defendants' conduct of disregarding state
14 and federal laws also provides Defendants with an unfair advantage over competitors who
15 comply with the law.

16 65. Plaintiffs, on behalf of themselves and all others similarly situated, seek
17 restitution and injunctive relief against Defendants in the form of an order prohibiting
18 Defendants from engaging in the alleged misconduct described herein, monetary damages
19 for what Plaintiffs and Class members paid to apply for tenancy and/or residency at
20 Defendants' properties, and other relief specifically prayed for herein.

21 66. As a direct and proximate result of the acts and omissions of Defendants as
22 alleged herein, Plaintiffs bring this class action in order to enforce important rights
23 affecting the public interest. The equitable relief requested, including the injunction
24 against Defendants for their wrongful conduct and violations of the FCRA and ICRAA,
25 will result in significant public benefit, both pecuniary and nonpecuniary, to the general
26 public and a large class of persons. Accordingly, in the interests of justice, Plaintiffs also
27 seek attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf all others similarly situated, request that the Court enter judgment against Defendants as follows:

A. An order certifying this action as a class action under Federal Rule of Civil Procedure 23, defining the Class as requested herein, appointing the undersigned as Class Counsel, and finding that Plaintiffs are proper representatives of the Class herein;

B. Declaratory and injunctive relief, including an order preliminarily and permanently enjoining Defendants from engaging in the practices challenged herein;

C. A declaration that Defendants' illegal practices and use of residential leases and applications are illegal contracts that violate the above referenced laws;

D. An order requiring Defendants to pay all costs associated with Class notice and administration of classwide relief;

E. An award of actual or statutory damages to Plaintiffs and the Class pursuant to 15 U.S.C. § 1681n(a)(1)(A) in an amount subject to proof at trial;

F. An award of punitive damages to Plaintiffs and the Class pursuant to 15 U.S.C. § 1681n(a)(2) and California Civil Code §§ 1785.31(a)(2)(B) and 1786.50(b);

G. An award of actual or statutory damages to Plaintiffs pursuant to California Civil Code §§ 1786.50(a)(2) and 1785.31 in an amount subject to proof at trial;

H. An award of reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1681n(a)(3), California Code of Civil Procedure § 1021.5, California Civil Code § 1786.50(a)(2), and/or other applicable law;

I. Pre-judgment and post-judgment interest as provided by law; and

J. Such other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury of all issues so triable.

AHDOOT & WOLFSON, PC

Dated: May 22, 2019

/s/ Tina Wolfson

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